

TFC Contract No. 18-130-000
Freese and Nichols, Inc.
Assignment No. 4
Project No. 19-005-0405

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
FREESE AND NICHOLS, INC.**

TFC CONTRACT NO. 18-130-000

ASSIGNMENT NO. 4

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 4 (hereinafter referred to as "Assignment No. 4" or "Assignment") is entered into by and between the Texas Facilities Commission, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as "TFC") and Freese and Nichols, Inc., located at 10431 Morado Circle, Suite 300, Austin, Texas 78759 (hereinafter referred to as "PSP") (TFC and PSP are hereinafter referred to individually as a "Party" or collectively as "Parties"), to be effective on the Effective Date (as defined below) and the terms and conditions of which are as follows.

DESCRIPTION OF PROJECT: The project for which PSP agrees to provide Professional Services is generally described as providing civil engineering and construction administration services for the Department of Public Safety Emergency Vehicle Operator Course Motorcycle Skills Pad Project located at 820 County Road 240, Florence, Texas (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-4," PSP's IDIQ Assignment No. 4 Proposal dated September 20, 2018 and Fee Schedule, attached hereto and incorporated herein for all purposes and consisting of five (5) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 4 shall be completed no later than December 31, 2020, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by the TFC and shall require an amendment to Assignment No. 4.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 4.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 4 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 4 shall not exceed the sum of One Hundred Twenty-Six Thousand Two Hundred Eleven and No/100 Dollars (\$126,211.00). No more frequently than once per month, PSP shall submit a Pay Application to

TFC Contract No. 18-130-000
Freeze and Nichols, Inc.
Assignment No. 4
Project No. 19-005-0405

TFC for services performed and reasonable and necessary costs and expenses incurred through the last day of the previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

IDENTIFICATION OF PSP PROJECT MANAGER AND ALL SUBCONTRACTOR: For this Assignment No. 4, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as "Exhibit B-4."

TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

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TFC Contract No. 18-130-000
Freese and Nichols, Inc.
Assignment No. 4
Project No. 19-005-0405

ENTIRE AGREEMENT AND MODIFICATION: The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

This Assignment shall be effective as of the date of the last Party to sign.

TEXAS FACILITIES COMMISSION

By: DocuSigned by:
Mike Novak
B1C9FC0A8020417...

Mike Novak

Executive Director

Date of execution: 12/04/2018 | 10:41 AM CST

NP G.C.

mx Dir.

DN D.E.D.

FREESE AND NICHOLS, INC.

By: DocuSigned by:
John New
2B969D87C3CB47F...

Print Name: John New

Print Title: Vice President

Date of execution: 12/04/2018 | 9:11 AM CST

TFC Contract No. 18-130-000
Freese and Nichols, Inc.
Assignment No. 4
Project No. 19-005-0405

EXHIBIT A-4

PSP'S IDIQ ASSIGNMENT NO. 4 PROPOSAL DATED SEPTEMBER 20, 2018 AND FEE SCHEDULE

TFC Contract No. 18-130-000

Exhibit A-4

Assignment No. 4



Innovative approaches
Practical results
Outstanding service

10431 Morado Circle, Suite 300 • Austin, Texas 78759 • 512-617-3100 • fax 512-617-3101

www.freese.com

September 20, 2018

Texas Facilities Commission
1171 San Jacinto Blvd.
Austin, TX 78701

Attn: Bill Muñoz, Project Manager
Texas Facilities Commission, Facilities Design & Construction

Re: General Civil IDIQ No. 18-130-000 Assignment #4
DPS EVOC Motorcycle Training Facility

Mr. Muñoz,

Freese and Nichols (FNI) is pleased to submit this proposal for providing professional engineering services to the Texas Facilities Commission (TFC) for Design, Bid, and Construction Phase related tasks for the referenced project.

This project will be performed as Assignment #2 under FNI's existing General Civil IDIQ contract. Jessica Rodriguez will serve as project manager for this very important project.

SCOPE OF SERVICES

FNI will render professional Engineering services to accomplish the below scope of work:

Base Scope of Work

Design Phase:

- Provide design drawings and technical specifications for the EVOC Motorcycle Training Facility project at DPS - Florence. Design shall include:
 - Provide Training pad with the following characteristics:
 - Provide a 200' x 300' training pad constructed of concrete or asphalt, with concrete the preferred material;
 - Provide a 1' concrete curb for the pad.
 - Provide a maximum slope of 5% for the training pad in any direction.
 - Provide run-out area for areas directly around training pad.
 - Provide all-weather access road approximately 900 LF.
 - Provide paved parking with striping near pad for 20 cars.
 - Provide drainage design, which does not include a runoff impact analysis

TFC Contract No. 18-130-000
Texas Facilities Commission – DPS
September 20, 2018
Page 2 of 4

Exhibit A-4

Assignment No. 4



- Provide water quality design. Based on the proposed infrastructure layout, water quality requirements will be achieved through the use of vegetative filter strips for the access road and parking lot, and a sedimentation-filtration basin for the training pad.
- Provide WPAP permitting through TCEQ.
- Topographic survey. Gorrondona will perform these services as a sub-consultant to FNI.
- Coordinate required boring locations and testing requirements for Geotechnical investigation including pavement design options performed by TFC's geotechnical firm.

Bid Phase:

- Help TFC advertise the project and post to CivCast.
- Attend two (2) Pre-Bid meetings on-site.
- Respond to questions during the bid phase and prepare Addenda's as needed.
- Attend Bid Opening.
- Assist with evaluations/selection of competitive sealed proposals received.
- Prepare the Bid tabulation and perform reference checks on the apparent low bidder.
- Prepare Conformed Documents.

Construction Phase:

- Prepare for and attend the Pre-Construction Meeting with TFC and the Contractor.
- Attend and lead monthly onsite progress meeting with TFC and the Contractor and produce meeting minutes (up to 5 visits).
- Coordinate with TFC PM to determine 3rd Party construction materials testing requirements.
- Perform general Construction Contract Administration including document control, submittal review, recommendation of payment, schedule review, respond to RFI's, and general correspondence.
- Attend substantial completion walk thru and prepare list of deficiencies for each project.
- Attend final completion walk thru for each project.
- Review contractor as-built drawings and use to create Record Drawings for TFC.
- Prepare necessary paperwork for Contract Closeout.



FNI will endeavor to protect TFC/DPS in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

DELIVERABLES

- Schematic layout of pad, access road alignment, and parking area
- 60% and 90% Contract documents for review and approval by TFC with Engineer's Opinion of Probable Construction Cost.
- Final Contract documents for bidding with Engineer's Opinion of Probable Construction Cost.
- Approved TCEQ WPAP permit.
- Site Visit Report for each site visit documenting construction activities observed while on site and any issues discussed with Contractor and/or Owner's Designated Representative.

SCHEDULE

FNI is authorized to commence work on the Project upon issuance of a Notice to Proceed by the TFC following execution of an Agreement for the proposed services. FNI agrees to complete the services in in a timely manner to meet the requirements of the project. If FNI services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

RESPONSIBILITIES OF TEXAS FACILITIES COMMISSION

The Texas Facilities Commission shall perform the following in a timely manner so as not to delay the services of Freese and Nichols:

- Designate in writing a person to act as the TFC representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define the TFC policies and decisions with respect to FNI's services for the Project.
- Furnish FNI with one paper copy and one electronic copy (pdf) of the construction contract documents, drawings and specifications as well as all other applicable information necessary to facilitate the provision of the proposed services.
- Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as the TFC may require or FNI may reasonably request with regard to legal issues pertaining to the Project.

TFC Contract No. 18-130-000
Texas Facilities Commission – DPS
September 20, 2018
Page 4 of 4

Exhibit A-4

**DESIGNATED REPRESENTATIVES**

Freese and Nichols and the TFC designate the following representatives:

- Texas Facilities Commission Designated Representative – Bill Muñoz, Project Manager – 1171 San Jacinto Blvd. Austin, TX 78701, P 512-463-3388, email: bill.munoz@tfc.state.tx.us
- Freese and Nichols Project Manager – Jessica Rodriguez, Senior Project Manager – 10431 Morado Circle, Suite 300, Austin, TX 78759, P 512-617-3141, C 512-202-5432, email: jessica.rodriguez@freese.com
- Freese and Nichols Accounting Representative – Billy Metzger, Operations Analyst – 10431 Morado Circle, Suite 300, Austin, TX 78759 P 512-617-3177, email: billy.metzger@freese.com

COMPENSATION

FNI proposes to furnish our services as described herein for a Lump Sum fee of One Hundred Twenty-Six Thousand Two Hundred Eleven Dollars and Zero Cents (\$126,211.00). The fee split between phases of work is indicated below:

Scope of Work:

Design Phase:	\$88,631.00
Bid Phase:	\$7,335.00
Construction Phase Services:	\$21,610.00
Survey:	\$8,635.00

Total Fee for Services: \$126,211.00

If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the TFC for approval before proceeding.

We appreciate the opportunity to submit this proposal for professional inspection services. If additional information or clarification is desired, please do not hesitate to contact us.

Sincerely,



Jessica Rodriguez, P.E.
Senior Project Manager



Kendall King, P.E.
Principal & Vice President

COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Rate</u>
Professional - 1	107
Professional - 2	130
Professional - 3	146
Professional - 4	169
Professional - 5	197
Professional - 6	225
Construction Manager - 1	85
Construction Manager - 2	111
Construction Manager - 3	131
Construction Manager - 4	164
CAD Technician/Designer - 1	91
CAD Technician/Designer - 2	117
CAD Technician/Designer - 3	145
Corporate Project Support - 1	87
Corporate Project Support - 2	105
Corporate Project Support - 3	139
Intern/ Coop	53
Senior Advisor	175

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates will be adjusted annually in February. Last updated February 2018.

1022015

FNI _____
OWNER _____

TFC Contract No. 18-130-000
Freese and Nichols, Inc.
Assignment No. 4
Project No. 19-005-0405

EXHIBIT B-4

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

**LIST OF PSP PROJECT MANAGER
AND
SUBCONTRACTORS**
(Name, Company Name, Address & Contact Person (Project Manager))

A. PSP Project Manager:	Jessica Rodriguez _____ Freese and Nichols, Inc. _____ 10431 Morado Circle, Ste. 300, Austin, TX _____ 512-202-5432 _____ Jessica.rodriguez@freese.com _____
B. Subcontractors:	
1.	Thomas Cargill _____ Gorrondona & Associates, Inc. _____ 4201 West Parmer lane A-150, Austin, TX _____ 78727 _____ 512-719-9933 _____ tcargill@ga-inc.net _____
2.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
3.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
4.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)